

1900-043 Chancery Causes: Pennington Lumber Co] vs. J. T. Shuler &  
Lee Co.

Johnson, Brawn

CA-Debt  
T-Property



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

Your orator and oratrix A. Johnson and N. L. Johnson, partners in trade doing business under the style and firm name of Pennington Lumber Company, humbly complaining would respectfully represent and show unto your honor, that on the 29th day of November, 1905, by contract in writing, they purchased from John T. Shuler of Olinger, Lee County, Virginia, all the timber on a certain tract of land situated in Lee County, Virginia on Stockers Knob, and being the same tract or parcel of land purchased by the said John T. Shuler from C. D. Bailey, Sallie Cecil and others, heirs at law of one Carr Bailey, deceased, for the price of \$500.00, which said sum was evidenced by two negotiable notes of \$250.00 each payable respectively, April 1st, 1906, and October 1st, 1906. In which said contract the said J. T. Shuler agreed to make suitable roads and furnish right of ways for the purpose of delivering said timber to the market; and also to furnish log yards, mill yards, lumber yards, and water privileges convenient to said timber for the purpose of manufacturing said timber, free of cost; that the said J. T. Shuler has negotiated and received payment on the two notes of \$250.00 each.

Your orator and oratrix will now show unto your honor that on the 22nd day of February, 1906, after the said J. T. Shuler had negotiated the said two notes aforesaid, he executed a deed to one Martha Brown of Boyd County, Kentucky, by which deed he attempted to convey to the said Martha Brown the land and appurtenances aforesaid, on which he had sold your orator and oratrix the timber aforesaid; which said deed is in the words and figures and follows: "

"This deed made this February 22nd, 1906 between John T. Shuler of the first part, and Martha Brown of Boyd County, Kentucky, of the second part. Witnesseth, that for and in consideration of the sum of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, as well as love and affection, the party of the first part doth grant, bargain, give and convey unto Martha Brown all the real estate I own in Lee County, Virginia, situated on Stockers Knob in Lee County, bought by me from C. D. and Z. M. Cecil, children and heirs at law of Carr Bailey, deceased; and also convey the following personal property. One mule, four head of cattle and one wagon. To have and to hold free from all encumbrances and the party of the first part covenants with the party of the second part and warrants generally the title to the land hereby conveyed.

Witness my hand and seal date above written.

(signed) John T. Shuler, (Seal)"



The aforesaid deed was acknowledged before H. C. Joslyn a Justice of the Peace on the 22nd day of February, 1906, and admitted to record in the clerk's office in Lee County, Virginia, on the same day, in deed book 43 page 533.

At the time the said J. T. Shuler made the contract with the said Pennington Lumber Company he had only a title bond to said tract of land, but on the 10th day of January, 1906, C. D. Bailey, Salley Cecil and Z. M. Cecil, her husband, conveyed unto the said J. T. Shuler the said tract of land aforesaid, in which said deed the said tract of land was particularly described by meets and bounds, a copy of which deed is herewith filed as part hereof, marked "A", and prays to the read and treated as such.

Now your orator and oratrix will show unto your honor, that the agreement made by them under the style of Pennington Lumber Company with the said J. T. Shuler was never acknowledged before a Justice of the Peace or a Notary Public by said parties, and therefore was never admitted to record. A copy of which agreement, however, is herewith filed, marked "B", and prays to be read and treated as a part hereof.

Your orator and oratrix will now show unto your honor, that the deed of conveyance of February 22nd, 1906, from the said John T. Shuler to the said Martha Brown was without any consideration whatever, and was made by the said J. T. Shuler to the said Martha Brown for the purpose of hinderring, delaying and defrauding your orator and oratrix out of the timber that they had purchased from the said J. T. Shuler, situated on the land aforesaid, and for the purpose of defrauding your orator and oratrix out of their \$500.00, that they had paid to said Shuler for said timber.

Your orator and oratrix are advised and here allege that the said deed of conveyance of February 22nd, 1906 is, under Section 2458 of the Code of Virginia, void as to them, and that they are entitled to have said deed



set aside and declared null and void, and to have their contract of November 29th, 1905 for the timber on said land specifically executed, or that they are entitled to have judgment against the said J. T. Shuler for the amount of ~~the~~ money they paid for the said timber, to-wit, \$500.00 with interest thereon from the date it was paid, and that said claim of your orator and oratrix shall constitute a lien upon said tract of land, and the timber thereon.

The said Martha Brown is not a resident of the State of Virginia, but has her home in Boyd County, Kentucky, but the land in controversy is situated in said county of Lee.

The prayer, therefore, of your orator and oratrix is that the said J. T. Shuler, and the said Martha Brown be made parties defendants to this bill and be required to answer the same, but not on oath, answer under oath being waived; that an order of publication be made, published and posted against the said Martha Brown, and that process issue against the said J. T. Shuler; and that the deed of February 22nd, 1906, from the said J. T. Shuler to the said Martha Brown be set aside and declared null and void, so far as the rights of your orator and oratrix are concerned; and that the said property be declared to be the property of the said J. T. Shuler, and that the contract of November 29th, 1906, between your orator and oratrix and the said J. T. Shuler be specifically executed, or if your orator and oratrix be mistaken in their right to have said contract specifically executed, then they pray that judgment be entered in their favor against the said J. T. Shuler for the sum of Five Hundred Dollars (\$500.00) with interest thereon from the 22nd day of February, 1906 until the same be paid, and that said judgment and claim of your orator and oratrix be declared to be a lien upon the said tract of land and said timber growing thereon; and that your orator and oratrix recover damages against the said J. T. Shuler for his failure to make the roads mentioned in said contract and furnish the right of ways,



log yards, mill yards, and lumber yards and water privileges convenient to said timber, in the sum of Two Hundred and fifty dollars (\$250.00); and that all such other, further and general relief be granted your orator and oratrix as may be right and just in the premises. And they will ever pray &c.

*Orr & Noel p. g.*



—OFFICE OF—

PENNINGTON LUMBER COMPANY  
MANUFACTURERS OF  
ROUGH AND DRESSED  
YELLOW POPLAR LUMBER AND MOULDINGS

Our lumber is inspected according to the grading rules adopted by the Hardwood Mfgs. Association of the U. S., June 3, 1902, and all our quotations are based thereon. A copy of the Rules will be cheerfully furnished on application.

CUMBERLAND RIVER STOCK

PENNINGTON GAP, VA.,

Agreement made this the 29th day of November 1905 by and between J. T. Shuler party of the first part of Olinger, Va. and the Pennington Lumber Co., party of the second part of Pennington Gap, Va.,

WITNESSETH: That the first party has sold to the second party all the timber on the land purchased from the Carr Bailey heirs, and located on the north side of Stokers Knob about three miles from Olinger; for the sum of \$500.00, evidenced by two negotiable notes; \$250.00 payable April first 1906 and \$250.00 payable <sup>October</sup> first 1906. *125-acre*

Said first party agrees to make <sup>suitable</sup> roads and furnish right of ways for the purpose of ~~logging~~ and delivering said lumber to the market and also agrees to furnish log yards, mill yards, lumber yards, water privileges, convenient to said timber, for the purpose of manufacturing said timber, free of cost.

John T. Shuler



WASHINGTON LUMBER COMPANY

ROBERT AND COMPANY

YELLOW PINE LUMBER AND MILLING

WASHINGTON, D.C.

Agreement made this 25th day of November 1908 by and between J. T. Shaler party of the first part of Olinette, Va. and the Washington Lumber Co., party of the second part of Washington, Geo., Va. WITNESSETH: That the first party has sold to the second party all the timber on the land purchased from the Olinette heirs, and located on the north side of Stokes Knob about four miles from Olinette; for the sum of \$500.00, evidenced by two negotiable notes; \$250.00 payable April first 1909 and \$250.00 payable October first 1909. Said first party agrees to make roads and furnish right of ways for the purpose of logging and delivering said timber to the market and also agrees to furnish log yards, mill yards, lumber yards, water, etc. etc. for the purpose of said timber, for the purpose of manufacturing a

*Contract with  
John T. Shaler*



Costs:

Clerk \$ 8.31  
Shff. .50  
Atty 13.00  
\$23.81

Pennington Lumber Co.

vs of Bill in chanc.

J. T. Shuler et al.

Filed June 30, 1906-  
J. H. Ewing,  
Clerk.

1906 2nd

July Rules  
Bill filed Spa  
executed as to  
home defendants  
D. N. as to him  
& contra for O. P.

1906

1st Aug. Rules  
D. N. confirmed  
O. P. completed &  
cause set for  
hearing.



In the Circuit Court for Lee County, Virginia:

Pennington Lumber Company, Plaintiff.

VS.

J.T.Shuler and Martha Brown, Defendants.

The general object of the foregoing suit which is now pending in the above named court under the style above given is to have set aside and declared null and void a certain deed from J.T.Shuler to Martha Brown, bearing date of the 22nd day of February, 1906, and recorded in deed book number 43, page 533, ~~xx~~ and to have the real estate mentioned and described therein declared to be the property of said J.T.Shuler for the purposes of this ~~x~~ Suit, and to have a certain contract between the said J.T.Shuler and said Pennington Lumber Company bearing date of the 29th day of November, 1905 for the timber on said land specifically executed, and to have ~~xxxxxx~~ subjected the estate of the said J.T.Shuler in said real estate to the payment of the claim of the said plaintiff, which amounts to the sum of five hundred dollars. This 30th day of June 1906.

By A. Johnson Agent.

Virginia, Lee County, to-wit:

I, Myrtle Johnson, a notary public in and for the county and state aforesaid do certify that A. Johnson, agent for Pennington Lumber Company, whose name is signed to the above writing bearing date of the 30th day of ~~February~~ <sup>June</sup>, 1906, has acknowledged the same before me in my county aforesaid. Given under my hand this 30th day of ~~February~~ <sup>June</sup>, 1906.

My commission as notary expires on the 22 day of Dec.  
1907.

Myrtle Johnson - N.P.

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 30th day of June, 1906. The foregoing Lis Pendens was presented, and together with the certificate annexed, admitted to record.

Teste: A. E. G. Curing, Clerk.  
By M. E. Hawley, D.C.



Pennington Lumber Co.  
vs } in Chancery  
J. T. Shuler & Martha Bross  
Lis Pendens.

Recorded in West  
Book 44, page 304  
Examiner July 3, 1906  
Indexed

Clerk \$1.25



In the Clerk's Office of the Circuit Court of the County of  
Lee

A. Johnson and H. G. Johnson  
partners in trade doing business under the style  
and firm name of Pennington Lumber Co. Plaintiff,  
against

J. T. Shuler and Martha  
Brown Defendant

This day J. B. Nail personally appeared  
before me M. E. Flannery Deputy Clerk of the said Court,  
and being duly sworn, made oath that Martha Brown

defendant in the said suit is not resident of the State of Virginia,

Given under my hand as Clerk of the said Court, this 30 day of June 1906.

M. E. Flannery, D.C.



*Pennington Lumber Co.*

vs.

{

AFFIDAVIT FOR ORDER  
OF  
PUBLICATION.

*J. P. Huler, et al.*

*Orin K Noel, p. q.*



In the Clerk's Office of the Circuit Court of the county of Lee, on the 30<sup>th</sup>

day of June, 1906

A. Johnson and N. G. Johnson partners  
in trade doing business under the style and  
firm name of Pennington Lumber Company Plaintiff  
against

In Chancery

J. T. Shuler and Martha Brown  
Defendants

The object of this suit is to have set aside and annulled  
a certain deed of conveyance made by J. T. Shuler  
to Martha Brown bearing date of February 22,  
1906, and recorded in the clerk's office of Lee  
County Virginia, in deed book number 43, page  
533, conveying all the real estate of the said J. T.  
Shuler on Stocker's Knob, Lee County Virginia, and  
certain personal property therein mentioned; and to  
have specifically executed a contract in writing  
bearing date of Nov 29, 1905, executed by said J. T.  
Shuler to Pennington Lumber Company, for  
the timber on said real estate, and to subject  
said real estate to the payment of a certain claim  
against said J. T. Shuler for the sum of five  
hundred dollars in favor of the plaintiffs, to recover  
and damages against said J. T. Shuler for breach  
of said Contract of Nov 29, 1905.

And an affidavit having been made and filed that the defendant Martha Brown is

a not resident of the State of Virginia, it is ordered that she do appear here within fifteen days  
after due publication hereof, and do what may be necessary to protect her interest in this suit. And it is  
further ordered that a copy hereof be published once a week for four weeks in the Jonesville  
Star and that a copy be posted at the front door of the Courthouse of this county as prescribed

by law.

A copy—Teste:

Orr & Noel

p. q.

A. C. T. Caring  
By W. C. Hawley, D.C.

Clerk.



Pennington Lumber Co.

vs. }

ORDER OF  
PUBLICATION

J. P. S. Euler, et al,

Virginia, Lee County, to-wit  
I, H. C. T. Ewing, Clerk  
of the Circuit Court for  
the County aforesaid,  
in the State of Vir-  
ginia, do hereby cer-  
tify that I posted a  
true copy of the with-  
in order of publica-  
tion at the front door  
of the court-house of  
Lee County on this  
day.

Given under my  
hand, this the 4th day  
of July, 1906.

H. C. T. Ewing,  
Clerk.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. I. Shuler and Martha Brown*

CHANCERY

IN

CHANCERY

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *3rd* Monday in *July*, 190*6*, to answer a bill in chancery exhibited against *them*

*by A. Johnston and N. L. Johnson, partners in trade doing business under the style and firm name of Pennington Lumber Company.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *30*<sup>th</sup> day of *June*, 190*6*, and 1*30*<sup>th</sup> year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing*, Clerk.

\_\_\_\_\_, Clerk.



Pennington Lumber Co.

VS

SUBPOENA  
IN  
CHANCERY.

J. P. Shuler

Or. & Morl. p. q

To 2nd July Rules.

Lee Circuit Court.

1906

executed by delivery  
a true copy of the  
within to  
Shuler this  
July 10 1906  
J. F. Hughes D. S.  
for T. M. Ball